

**CITY OF EAST ORANGE
DEPARTMENT OF BUSINESS ADMINISTRATION
DIVISION OF CENTRAL PURCHASING
EAST ORANGE, NJ 07018
(973) 266-5162**



**REQUEST FOR PROPOSAL
PROFESSIONAL SERVICES
PHASE I – ENVIRONMENTAL REVIEW**

FAIR & OPEN PUBLIC SOLICITATION

- **DATE: WEDNESDAY, DECEMBER 2, 2015**
- **TIME: 11:30 AM**
- **PLACE: MUNICIPAL COUNCIL CHAMBER
44 CITY HALL PLAZA
EAST ORANGE, NJ 07018**
- **CLEARLY MARK ENVELOPE:**

PHASE I – ENVIRONMENTAL REVIEW

REQUEST FOR PROPOSAL

PHASE I – ENVIRONMENTAL REVIEW

The CITY OF EAST ORANGE is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1(k), et seq. for PHASE I – ENVIRONMENTAL REVIEW. The successful candidate must have significant experience in municipal planning and drafting planner's reports with respect to applications for development.

Sealed RFP responses will be received by the Purchasing Agent on **Wednesday, December 2, 2015 at 11:30 a.m.** in the City Council Chamber, 44 City Hall Plaza, East Orange, New Jersey 07018, at which time and place responses will be publicly opened and read aloud for:

PHASE I – ENVIRONMENTAL REVIEW

Detailed Request For Proposals are on file at the Division of Procurement, City Hall, 1st floor, between the hours of 9:30 am – 4:00 pm., Monday through Friday or can be downloaded from the City of East Orange's website: www.eastorange-nj.org . If picked up on site, there will be a non-refundable cost of \$25.00 per RFP packet to cover the cost of printing and administrative expenses. Checks are to be made payable to the CITY OF EAST ORANGE. Proposal is to be enclosed in a sealed envelope and distinctly show the name of the bidder and marked:

PHASE I – ENVIRONMENTAL REVIEW

All Professional Service Contractors are required to comply with the requirements of N.J.S.A. 10:5-33 et seq. Affirmative Action, P.L. 1975, c. 127, N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contract and N.J.S.A. 52:25-24.2 (Disclosure of Ownership).

Unless otherwise provided, in any supplement to these instructions to consultant, no consultant shall modify, withdraw or cancel the proposal or any part thereof for sixty (60) days after the time designated for the receipt of proposal in the advertisement or Request For Proposal. For any questions regarding such, please contact Lisa L. Jackson, Purchasing Agent at (973) 266-5162.

Lisa L. Jackson, Q.P.A.
Purchasing Agent
City of East Orange

1. Introduction

The City of East Orange is seeking proposals for PHASE 1 – ENVIRONMENTAL REVIEW for various city-owned lots.

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will comply with the RFP process and the subsequent contract. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the City of East Orange, hereinafter referred to as owners, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

A schedule has been established for respondent proposals, proposal review, contractor selection and project initiation. The dates established for the procurement are:

- Release of RFP: Friday, November 13, 2015
- Proposal Due Date: Wednesday, December 2, 2015

2.2 Proposal Submission Information

Submission Date and Time:

Wednesday, December 2, 2015 at 11:30 a.m.

One (1) Original – unbound & Four (4) copies – bound

Submission Office:

City of East Orange
Division of Central Purchasing
Municipal Building
44 City Hall Plaza
East Orange, NJ 07018

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the four (4) copies.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.3 Using Department Information

Valerie Jackson, Policy & Planning Director
City of East Orange
Municipal Building
44 City Hall Plaza
East Orange, NJ 07018
(973) 266-5118
Email: valerie.jackson@eastorange-nj.gov.

2.4 Purchasing Agent Information

Lisa L. Jackson R.P.O., QPA
Voice: (973) 266-5162
Fax: (862) 444-0101
Email: lisa.jackson@eastorange-nj.gov.

2.5 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions concerning the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda via one or more of the following methods: facsimile; e-mail; website; certified mail; or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

2.8 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

2.9 Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2.10 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

2.11 Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

2.12 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed

effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision. In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.13 Non-Allocation of Funding Termination

Each calendar year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

2.14 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than five (5) business days prior to the opening of the RFP's.

Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.15 Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

Payment will be made on presentation of owner's voucher duly signed and executed. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- Deliverables not complying with the project specification;
- Claims filed or responsible evidence indicating probability of filing claims;
- A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

2.16 Non-payment of Penalties and Interest on Overdue Bills

State Law requires that public funds be used to pay only for goods delivered or services rendered. City of East Orange will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Township to pay additional fees.

2.17 Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be

supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000.

2.18 W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

3. Scope of Work

Conduct An Environmental Site Assessment (ESA) and document the current conditions of the property to avoid potential environmental problems in the future.

OVERVIEW

The Department of Policy, Planning & Development of the City of East Orange ("PP&D") is soliciting bids from qualified persons/firms for the provision of environmental review services related to projects receiving funding through the City's administration of the U.S. Department of Housing and Urban Development (HUD) grant programs, particularly those covered under the National Environmental Policy Act of 1969 (NEPA) and related legislation listed in **24 CFR Part 58**, the federal regulations governing environmental reviews. The projects anticipated to require NEPA format reviews pursuant to this request include new construction and physical rehabilitation associated with the HOME Investment Partnership program (HOME) and the Community Development Block Grant program (CDBG).

The firm/individual selected **MUST** *a) possess the experience and financial and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions set forth by the City.*

The objective of each environmental review to be performed is to make a determination and to prepare all necessary documentation, in accordance with **24 CFR Part 58**, as to the impact on the human environment of all covered activities – as defined by PP&D.

SCOPE OF WORK

The scope of work will include the preparation of Environmental Review Records pursuant to **24 CFR Part 58** including all items necessary to receive an "Authority to use Grant Funds" from HUD.

Identify potential liability and risk associated with environmental and public health considerations concerning the above properties.

Provide a due diligence and appropriate inquiry into the previous ownership and uses of the properties. In order to addresses the potential contamination by hazardous substances, evaluates if readily-available evidence indicates whether hazardous materials may be located on or under the property surface, and determine if existing conditions may violate known, applicable environmental regulations. Review commonly known information about the property and investigates by obvious inspection.

Furnish the necessary personnel, materials, services, equipment, facilities, and otherwise do all things necessary for and incident to the performance of the work specified in this Scope of Work in a manner consistent with accepted professional standards such as the *Resolution Trust Corporation Phase I Environmental Site Assessment for the Identification of Hazards and Special Resources* and the *American Society for Testing and Materials*. Be familiar with all applicable laws and comply with them in preparing the Phase I report.

The firm/individual selected must be prepared to provide whatever level of environmental review is warranted and required by the project. This may include a determination that the project is exempt, categorically excluded; require a statutory checklist, an Environmental Assessment, or an Environmental Impact Statement. The work required will not be

deemed complete until such documentation is in place, as determined by PP&D that would permit the City to receive an “Authority to Use Grant Funds” from HUD.

3.2 DELIVERABLES

The contract deliverables are to include signed findings as to the impact of each activity on the human environment and any reviews triggered by significant findings, including Environmental Assessments (EAs), Environmental Impact Statements (EISs), and Finding of No Significant Impact (FONSI).

In addition to preparing any and all documents associated with the required review, the consultant will also prepare a summary report for PP&D including a clear indication of the level of review deemed appropriate and the basis for that determination and a statutory checklist of all the elements required to be considered by HUD as part of the NEPA-format review. The documentation submitted to PP&D must be sufficient to allow the City to receive an “Authority to Use Funds” from HUD.

The summary report and findings are to be conveyed to PP&D as soon as they are made. PP&D is responsible for publishing the findings and requesting release of funds from HUD. All reports presented to PP&D are to include two (2) hard copies of the report and a CD or DVD in which all files are electronically organized.

4. Proposal Requirements

The proposal shall be type-written and include the following and all additional documents listed on the checklist:

- Cover letter expressing intent to provide services
- Contact Name and phone number

4.1 Qualification Statement

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

- Name of government agency or comparable private entity.
- Contact person's name, position, and current telephone number.
- Dates, cost and scope of service.
- Status and comments

4.2 Key Personnel Information

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities.

4.3 Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

- Submission Form
- Non-Collusion Affidavit
- Stockholder Disclosure
- Insurance Requirements/Acknowledgement Form
- EEO/Affirmative Action Statement
- Certificate of Employee Information Report
- Business Registration Certificate
- Professional Service Entity Information Report
- Acknowledgement of Receipt of Addenda
- Business Entity Disclosure Certification

4.4 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this contract.

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The owner will either award the Contract within the applicable time period or reject all proposals.

The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal follows: *(The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent).*

Selection Criteria

Evaluation consideration will include the following:

1. The ability to understand the City's needs.
2. Qualification of staff assigned to provide services.
3. Prior experience of the firm.
4. Availability to accommodate the needs of the City.

5.4.1 Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

5.4.2 Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements. Respondents must have Municipal Land Use and Local Housing and Redevelopment Law experience.

5.4.3 Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

5.4.4 Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

5.4.4 Cost

Prices shall be based on rates and schedules of fees in accordance with scope of work (section 3.1). Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor.

5.4.5 Availability

As reasonable accessibility is a relevant consideration, the respondent should have its office within reasonable distance to the City of East Orange. Respondent should provide details as to its office being staffed and responsive, with sufficient support staff to adequately provide services.

5.5 Term of Contract:

- Twelve (12) Month Contract: Commencing and ending on dates to be listed in fully executed contract.

5.6 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order to the contractor.

CITY OF EAST ORANGE CHECKLIST

PHASE I – ENVIRONMENTAL REVIEW

SUBMISSION DATE:

WEDNESDAY, DECEMBER 2, 2015 – 11:30 AM

Read, Signed
& Submitted
Respondent's
Initials

The following items are required with the receipt of sealed submissions:

Proposal Cost Form	_____
Submission Form	_____
Non-Collusion Affidavit	_____
Disclosure of Ownership	_____
Insurance Requirement Acknowledge Form	_____
Mandatory Equal Employment Opportunity Notice Acknowledgement	_____
Copy of your Certificate of Employee Information Report	_____
Copy of your Business Registration Certificate as issued by the State of New Jersey, Department of Treasury, Division of Revenue	_____
Professional Service Entity Information Form	_____
Acknowledgement of Corrections, Additions or Deletions Form	_____
Business Entity Disclosure Certification	_____

Reminder:

Please submit one (1) original and four (4) additional sets of the sealed submission.

This checklist is provided for respondent's use in assuring compliance with required documentation; however, it does not necessarily include all specifications requirements and does not relieve the respondent of the need to read and comply with the specifications.

Name of Respondent: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

PROPOSAL COST FORM/SIGNATURE PAGE

TO THE CITY OF EAST ORANGE

CITY COUNCIL:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

PLANNING BOARD & ZONING BOARD OF ADJUSTMENT CONSULTANT:

1) Annual service fee: \$ _____

2) Fee structure to provide additional services: \$ ____ (List Rates) _____

(Corporation)

The undersigned is a (Partnership) under the laws of the State of _____ having its

(Individual)

Principal office at _____ .

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title of Authorized Agent

Date

Telephone Number

Email Address

Fax Number

CITY OF EAST ORANGE

PLANNING BOARD/ZONING BOARD OF ADJUSTMENT CONSULTANT

SUBMISSION FORM

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees and certifications:

2. References and record success of same similar service:

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

4. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses:

-
- This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Firm _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone #: _____ Fax #: _____

**CITY OF EAST ORANGE
NON-COLLUSION AFFIDAVIT**

State of _____

County of _____

ss:

I, _____ of the City of _____ in the County of _____ and State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Somerset relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(name of contractor) (N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this _____ day

of _____, _____.

Signature

Type or print name of affiant under Signature

Notary public of

My Commission expires _____.

CITY OF EAST ORANGE

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED

INFORMATION IS CAUSE FOR AUTOMATIC REJECTION

CHECK ONE:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Legal Name of Respondent Business _____

Check which business entity applies:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership Corporation ☐ Limited Liability Partnership ☐ Limited Liability
☐ Subchapter S Corporation ☐ Other _____

Complete if the respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

Business Address:

STREET ADDRESS CITY STATE ZIP

TELEPHONE # FAX # EMAIL

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

NAME HOME ADDRESS

NAME HOME ADDRESS

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes ☐ No ☐

Signature: _____ Date: _____

Printed Name and Title: _____

CITY OF EAST ORANGE

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the City's Clerk's Office upon award of contract by the City Council.

The minimum amount of insurance to be carried by the selected Professional Service Entity shall be as follows:

Professional Liability Insurance

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

*Vendor / Firm shall not commence operations until City has been furnished original certificate(s) of Insurance and certified original copies of endorsements or policies of insurance in the amounts and/or minimum coverage(s) required in this proposal.

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

CITY OF EAST ORANGE
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the City and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the City files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the City, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the City and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the City as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the City. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;



OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27.

COMPANY: _____SIGNATURE: _____

PRINT NAME: _____TITLE: _____

DATE: _____

**PLACE HERE
A COPY OF THE
CERTIFICATE OF
EMPLOYEE INFORMATION
REPORT**

Certification 6666


CERTIFICATE OF EMPLOYEE INFORMATION REPORT

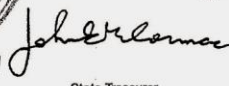
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2004** to **15-FEB-2007**

JORGENSEN,
10 SHERLOCK
WAYNE, NJ 07470

sample
only





State Treasurer

PLACE AFFIRMATIVE ACTION (Form AA302) EMPLOYEE INFORMATION REPORT HERE

ONLY IF YOU DO NOT HAVE THE
CERTIFICATE OF EMPLOYEE INFORMATION TO ATTACH AT THIS TIME

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2)*subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and

shall notify all subcontractors and their affiliates that they must collect and remit to the

Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax

Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

CITY OF EAST ORANGE

THESE ARE **SAMPLES** OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
CITY OF EAST ORANGE.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
970-097-382/500

ADDRESS:
**847 ROEBLING AVE
TRENTON NJ 08611**

EFFECTIVE DATE:
01/01/01

FORM-BRC(08-01)


TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107330

ISSUANCE DATE:
07/14/04

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: **TAX REG TEST ACCOUNT**

Trade Name:

Address: **847 ROEBLING AVE
TRENTON, NJ 08611**

Certificate Number: **1093907**

Date of Issuance: **October 14, 2004**

For Office Use Only:
20041014112823533

CITY OF EAST ORANGE

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the professional service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail Address: _____

If individual has a TRADE NAME, give such tradename:

Trading As: _____ Telephone: _____

If the professional service Entity is a **PARTNERSHIP**, sign name and give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail Address: _____

Social Security No.: _____

Signature of authorized Agent: _____

If the professional service Entity is an **INCORPORATED**, sign name and give the following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail Address: _____

Name of agent in charge of said office upon whom notice may be legally served.

Telephone No.: _____ Name of Corporation: _____

Signature: _____ By: _____

CITY OF EAST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for:

(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Requires Pursuant to N.J.S.A. 19:44A-20.8
CITY OF EAST ORANGE

Part I-Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.I.2004, c.19 would bar the award of this contract in the one year period preceding December 20, 2005 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of East Orange as defined pursuant to N.J.S.A.19:44A-3(p), (q) and(r).

Mayor Lester E. Taylor, III	Lonnie P. Hughes
Romal D. Bullock	Christopher D. James
Tyshammie L. Cooper	Jacquelyn E. Johnson
Sharon Fields	Andrea D. McPhatter
Theodore R. Green	Quilla E. Talmadge
Alicia Holman	

Part II- Ownership Disclosure Certification

☐ I certify that the list below contains the name and home address of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and / or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____

Subscribed and sworn before me this ____ day of _____, 2 ____.

(Affiant)

My Commission expires: _____

(Print name & title of affiant) (Corporate Seal)

CITY OF EAST ORANGE
EXCEPTIONS

(IF NONE, SO STATE)

This image shows a full page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, typical of notebook paper. There are no margins, text, or other markings on the page.

USE ADDITIONAL SHEET IF NECESSARY

**CITY OF EAST ORANGE
REFERENCE SUBMITTAL FORM**

1.

Name

Title

Nature of Project

Company

Phone

Date

2.

Name

Title

Nature of Project

Company

Phone

Date

3.

Name

Title

Nature of Project

Company

Phone

Date

4.

Name

Title

Nature of Project

Company

Phone

Date

